#### **Instructions to Bidders**

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms only must be completely filled out, and the originals returned no later than 11:00 a.m. on the bid opening date to:

Purchasing Office Suffolk County Department of Public Works 360 Yaphank Avenue – Suite 1B Yaphank, NY 11980-9645

- 1. 221B Bid Request signed in ink. PLEASE ENTER YOUR COMPANY NAME AND ADDRESS IN THE "TO" SECTION ON THE BID
- 2. All pages with pricing, wages and model numbers, along with specifications for alternate bids
- 3. SCEX Form 22 Public disclosure statement must be notarized
- 4. SCPD-7 Bid Certification
- 5. SCDP-8A Local Business Certification—only if claiming local vendor preference
- 6. LHE-1 and LHE-2 Lawful Hiring must be notarized

All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows: (you may cut out the following and attach to your bid envelope)

RUSH BID – P.A. <u>RP</u> OPENING DATE <u>JUNE 9, 2010</u> AT 11 A.M. REQUISITION NO. <u>10/23472R</u> REBID

Faxed or Electronic Submission will not be accepted

#### Wednesday, May 19, 2010 MAIL OR DELIVER BIDS IN PERSON TO:

**BID REQUEST** 

REQ. #(s)	
	10/23472R
REBID	

COUNTY OF SUFFOLK, N.Y. DEPT. OF PUBLIC WORKS, PURCHASING OFFICE 360 YAPHANK AVENUE YAPHANK, NY 11980-9744 PHONE: (631) 852-5196

#### INVITATION

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on Wednesday, June 09, 2010

TO:

Delivery to: VARIOUS SUFFOLK COUNTY LOCATIONS (All delivery charges must be included in your quotation)
Required DELIVERY date:STATE BEST ARO
If you cannot comply with the required delivery date, write in here your bes
possible delivery:
Your terms:
For additional information call:
ROBERT PIERRO Purchasing Technician
phone: 631/852-5216

	EA					

- 1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
- 2. All delivery charges are to be included in your quotation.
- 3. If this bid is accepted within \_\_\_\_ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
- 4. ALL BIDS MUST BE SIGNED IN INK.
- 5. Non-Collusive Bid Certification must be returned with this bid.

ô.	INCLUDE YOUR FEDERAL I.D.#	<del>!</del>

	(Print Firm name)	
	(Authorized Signature	e)
		e e
	(Print authorized name an	d title)
(date)	(FAX #)	(phone number

Email	addr	ess:
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#### HIS IS NOT AN ORDER

COM, CODE	ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
98500				** REBID ** ANNUAL REQUIREMENTS CONTRACT PUBLIC COIN-OPERATED PHOTOCOPIERS		
				AS PER ATTACHED SPECIFICATIONS		
				IN ADDITION TO THE STANDARD BID TERMS & CONDITIONS	: * :	
			:	(ATTACHED) THE FOLLOWING "SPECIAL INSTRUCTIONS TO		
				BIDDERS" ALSO APPLY: A1, C10, D11, D12, D13, D14		
				D15, D16, D17, E18, E19 AND E20.		
				STATE BEST DELIVERY ARO:		
1						



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INCLUDE ALL DELIVERY CHARGES IN YOUR BID: SEE ITEM 2 ABOVE

SUFFOLK COUNTY
DEPARTMENT OF PUBLIC WORKS PURCHASING OFFICE

STANDARD BID TERMS AND CONDITIONS AND SPECIAL INSTRUCTIONS TO BIDDERS AS INDICATED

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance

1-BIDDING

(a) PRICING - Bidders shall insert unit price and extension for each item.

(a) PRICING - Bidders shall insert unit price and extension for each item.

The provisions of the New York State Fair Trade Law (Feld-Crawford Ad) and the federal price discrimination law (Robinson-Patman Ad) do not apply to purchases made by the County.

(b) DISCOUNTS - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award.

(c) F.O.B. DELIVERY POINT - ALL prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other unloaded inside and assembled unless otherwise indicated in the proposal.

which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder falls to name a substitute, he will be required to turnish the bid standard. basis than that indicated in the proposal may be considered informal. (d) "OR EQUAL" BIDDING - When a bid standard is specified, the "OR EQUAL" BIDDING - When a bid standard is specified, the bidder may offer an article

3-AWARD WILL BE MADE BY ITEM OR CLASS - When class bids are indicated, bidder must the County shall have the right to dispose of them as its own property. in thirty (30) days after written notice to the vendor, they shall be considered as abandoned and any samples which are destroyed or mutitated in examination. If samples are not removed with-Samples shall be removed by the bidder at his expense. The County will not be responsible for 2-SAMPLES-Samples or drawings required shall be delivered free of charge as requested item in the class. A bidder desiring to bid "no charge" on an item in a class must 8

orders issued. and awarded as a group if there is a saving in ultimate cost by the reduction of the number of indicate; otherwise bid for that class will be construed as incomplete. bid on each Items may be combined

(a) INSPECTIONS shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise until for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.
 (b) DELIVERY HOURS - Deliveries shall be made between 9 A.M. and 3:30 P.M. Monday through Friday and at other times by special arrangement only.
 (c) DELIVER TIME - Shall be computed in calendar days from the order mailing date on the order.

affixed thereto the original unmutilated label or marking of the manufacturer.

(e) NEW MERCHANDISE - Unless otherwise stated in the quotation or orders, deliveries must LABELS-ALL supplies which are customarily labeled or identified must have securely

consist only of new and unused merchandise which is currently in production. (f) SUPPLIES shall be securely and properly packed for shipment, according to accepted com-

(g) THE CONTRACTOR shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to an agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the County accepts same.

(h) BILLINGS for deliveries must be rendered on County claim vouchers.

delivery is rejected, the Chief Purchesing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference plus the nething cost and the liquidated damages, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the 5-DELAYS, NO-DELIVERY, REJECTIONS
(a) VENDORS FAULT - If the Vendor fails to make delivery within tha time specified or if the difference, but the reletting cost and the liquidated damages will become charges against 듥

Should the new purchase price exceed the order by twenty per cent (20%) or more, the County agrees to waive its claim to the reletting cost and the liquidated damages; should such excess price be less than twenty per cent (20%), the County shall charge the Vendor in addition, the reletting cost and liquidated damages to a total not exceeding twenty per cent (20%) of the order the items rejected or not delivered.

longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace (b) REJECTED MERICHANDISE - The County may withhold acceptance of or reject any goods which are found, upon examination, not to meet the specified requirements. Upon written notifi-cation of rejection, goods shall be immediately removed by the Vendor. Rejected goods left

(a) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) after the date of the bid opening, during which period bids shall not be withdrawn. bid opening, during which ) days

(b) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

County for convenience upon 5 days written notice. The placement of a Purcahse Order (Form 24-1080.. 02/01cb) may be terminated by the

of funds available to each Agency for the purchase of the commodity, contracts awarded by the Chief Purchasing Agent shall be executory only to the extent

then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance, with the understanding that the County Attorney arise from any default on the part of the bidder. Such bond must meet all the requirements of the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that 7-PERFORMANCE BONDS - If the specifications require the posting of a performance bond,

8-GUARANTEES BY BIDDER - Bidder hereby guarantees:

(e) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition secret process, patended or unpatented invention, article or appliance furnished or used in the performance hereto of which the Bidder is not the Patentee, assignee or license, and to defend any action trought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense

(b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.
(c) His products against defective material or workmanship and to repair or replace any damages or maring occasioned in transit.
(d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by accurations. deductions in payments due under this contract

(e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordi-nances, rules and regulations of the city, village or town in which the installation is to be made,

and of the County of Suffolk and the State of New York.

(f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffok from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to properly and from all oost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the County or their respective agents.

(h) That the items turnished shall conform to all the provisions of the bid and this warranty shall (g) That he will keep himself informed, of all municipal ordinances and regulations, state and

survive acceptance, or use of any material so furnished.

assigned, transferred, conveyed, sublet, or otherwise dispose of the same, or of his right, title and interest therein, or his power to execute such contract, or assign all or any portion of the 9-ASSIGNABILITY OF CONTRACTS - The contractor agrees that this contract 9 That all deliveries will not be interior to the accepted bid sample. Shall 귫 静泉

monles that may be due or become due to the contractor under the terms of this contract.

10-COMPLIANCE WITH LOCAL LAWS - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 18-1972, 26-1973, 14-1976, 6-1979, and 32-1980, where applicable, by completing Forms SCEX 22 and SCDP-7 and filing them with the

11-LIMITATION OF ACTION - No action for any cause whatsoever arising out of this order shall be maintained against the County of Sulfoik by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months,

(a) after expiration of this order or
(b) after the date of written notice to the Vendor from the County of complete rejection or withheld acceptance or
(c) after the date of written notice to the Vendor from the County of a deduction from the agreed
price on the order, whichever of the above events shall be the latest in time.

12-LABOR LAWS AND DISCRIBINIANTION IN EMPLOYMENT
(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the
performance of work under this contract or any subcontract hereunder:
(i) No contractor, subcontractor, nor any person acting on behalf of such contractor or sub-

(I) No contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employreason of race, creed, color or national origin discriminate against any citizen York who is qualified and available to perform the work to which the employ-

(II) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intrindate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex;
 (III) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discrimity of five dollars.

There may be deducted from the amount payable to the contractor by the County a penal-five dollars for each person for each calendar day during which such person was discrimi-

nated against or intimidated in violation of the provisions of this contract; and

or conditions of this section of the contract (IV) This contract may be cancelled or terminated by the County, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms Ē Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen,

dinary emergency including fire, flood or danger to life or property as provided for therein. hours in any one calendar day or more than five days in any one week except in cases of extraoremploy of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight (c) For every contract for the construction, reconstruction, maintenance and/or repair of public or mechanics in the

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or sub-contractor agrees to give preference to citizens of the State of New York who have been resiof the Labor Law. rate of wage and supplements not less than the prevailing supplements, all as provided in Art, 8 work, every laborer, workingman or mechanic shall be paid not less than such hourly minimum

employment, as provided in Sec. 22 of the Labor Law.

(e) For every contract involving building service work as defined in Article 9 of the Labor. dents for at least six consecutive months immediately prior Law, the contractor and/or its subcontractors shall be obligated to pay each employee on 6 the commencement of hei

ule of wages made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

13 - SALES AND EXCISE TAXES - Unless the proposal indicates otherwise, the County such work not less than the wage specified for his craft, trade or occupation in the sched-

is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be net exclusive of taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the County, must submit the 14 - AUDIT - Purchase orders and contracts are subject to audit issue the necessary certificates. proper forms, and the Chief Purchasing Agent, if satisfied as to the facts, <u>.</u>

15 - PAYMENT AND COLLECTION OF CHARGES

æ) proper delivery of merchandise The County will make every effort to pay vouchers within thirty (30) days after

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(b) In any case where a withheld in whole or in part. agencies; vouchers forms shall be obtained from such agencies. In any case where a question of nonperformance of a contract arises, payment may receipt of a property executed voucher submitted to the Comptroller by the receiving

(c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to

whenever possible. the County the amount of any such charges. (d) The County will also avail itself of cash discounts for payment within prescribed times

CONTRACTS INVOLVING INSTALLATION

from time to time as required or directed. Upon completion of the work the shall be left in a neat unobstructed condition, the buildings broom clean, Contractors shall clean up and remove all debris and rubbish resulting from his work thing in satisfactory repair and order. time to time as required or directed. Upon completion of the work the premises be left in a neat unobstructed condition, the buildings broom clean, and every-

Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building and removal of trade-ins, if any.

Bidders shall acquaint themselves with conditions to be found at the required. assume all responsibility ₫, placing and installing ₽ equipment ≅, t the site and shall locations

4 VEHICLES Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.

The Manufacturer's Standard Warranty shall cover all equipment delivered.

Vehicles shall be completely serviced including cleaning Delivery. (outside and inside) prior to

of Suffolk shall provide in writing the name and location of the agency within Award will not be made to any update, more processing a place of business in the County of Suffolk. Vendors not having a place of business in the County lices within the agency within the Award will not be made to any dealer who cannot provide warranty repairs and serv-County of Suffolk where such services will be performed

No name other than the Manufacturer's shall appear on the Vehicle

÷ ; cretion of the Chief Purchasing Agent Any deviations from these Specifications will be considered cause for disqualificat unless fully explained in the bid. Acceptance of such deviations shall be within the r disqualification be within the dis-

Bids will 용 considered only Ħ S Automobile Manufacturers 억 24-0103.. their Authorized

SUPPLY PHOTOCOPIERS (NEW OR REMANUFACTURED) WITH COIN OPERATED BOXES TO VARIOUS COUNTY LOCATIONS. (SECTION 5) THESE COPIERS WILL REMAIN THE PROPERTY OF THE AWARDED VENDOR. THE COUNTY EXPECTS TO RECEIVED A PERCENTAGE OF THE GROSS SALES, AS PER THE ATTACHED SPECIFICATIONS.

**PERIOD OF CONTRACT:** ONE(1) YEAR FROM THE DATE OF THE AWARD WITH FOUR(4) ONE YEAR OPTIONS TO RENEW.

THE LICENSEE AGREES TO PAY THE COUNTY AS COMPENSATION FOR THE PRIVILEGE OF OPERATING SAID LICENSE AT THE DESIGNATED LOCATIONS FOR THE PERIOD AFORESAID, A COMMISSION OF

	% OF THE ANNUAL SALES TO BE PAID QUARTERLY		
MANUFACTURER	MODEL		

<u>SITE VISIT:</u> A MANDATORY SITE VISIT MUST BE ATTENDED PRIOR TO THE BID OPENING. SEE SECTION 16 FOR LOCATIONS AND CONTACTS.

#### **SECURITY: ALL COPIERS MUST BE EQUIPPED WITH THE FOLLOWING:**

- 1. DATA OVERWRITE KIT COMPLETELY ERASES DOCUMENTS FROM THE HARD DRIVE.
- 2. END OF LIFE DESTRUCTION:
  - A. CLEARS OUT ALL FILES
  - B. MECHANICALLY DISABLE HARD DRIVE BY DRILLING HOLES IN IT
  - C. RETURN ERASED AND DISABLED HARD DRIVE WITH CERTIFICATION DETAILING ITEMS A C.
- 3. IF THE COPIERS ARE NOT EQUIPPED WITH COIN DEVICES AS STATED ABOVE THEN ONE HIGH SPEED BILL CHANGER MUST BE SUPPLIED FOR EACH MACHINE. BILL CHANGERS MUST ACCEPT \$1, \$5, \$10, AND \$20 BILLS.
- 4. ALL COPIERS ARE TO PRODUCE COPIES AT A SPEED OF AT LEAST 20 COPIES PER MINUTE AND MUST BE EQUIPPED WITH THE FOLLOWING: AUTOMATIC DOCUMENT FEEDER AND ENLARGEMENT AND REDUCTION. ALL COPIERS MUST BE ABLE TO HANDLE LETTER AND LEGAL SIZED PAPER.
- 5. LOCATIONS:
  - A. SURROGATE COURT BUILDING, COUNTY CENTER, 320 CENTER DRIVE, RIVERHEAD, NY 11901  $1^{ST}$  FLOOR OUTSIDE RECORDS ROOM **2 COPIERS** APPROX. 25,000/YEAR LORRAINE CROWLEY 631-852-1747 \$.25/COPY
  - B. **CRIMINAL COURT BUILDING**, LAW LIBRARY ARTHUR M. CROMARTY COURT COMPLEX, 220 CENTER DRIVE, RIVERHEAD, NY 11901-3312  $1^{ST}$  FLOOR **2 COPIERS** APPROX. 14,500/YEAR LYNN FULLSHIRE 631-852-2418  $10^{ST}$   $10^{ST}$  10
  - C. **SUPREME COURT BUILDING**, LAW LIBRARY COHALAN COURT COMPLEX, 400 CARLETON AVENUE, CENTRAL ISLIP, NY  $11722-9097-4^{TH}$  FLOOR **2 COPIERS** APPROX. 26,000/YEAR LYNN FULLSHIRE 631-852-2418 \$.10/COPY
  - D. **SUPREME COURT BUILDING**, RECORDS ROOM 1 COURT STREET RIVERHEAD, NY 11901 **1 COPIER** APPROX. 12,000/YEAR JIM LOMBARDI 631-852-2346 \$.25/COPY
- THE COUNTY RESERVES THE RIGHT TO ADD OR DELETE MACHINES DURING THE COURSE OF THIS CONTRACT.

- 7. THE CONTRACT FOR THIS BID WILL BE BASED UPON THE VENDOR SUPPLYING ALL SERVICE, MAINTENANCE, REPAIRS, TONER, DEVELOPER AND PAPER STOCK FOR ALL COIN-OPERATED COPIERS.
- 8. PAYMENT TO THE COUNTY SHALL BE BASED ON A STATED PERCENTAGE BY THE VENDOR ON THE GROSS SALES COLLECTED. ALL CHECKS SHALL BE MADE PAYABLE TO THE "TREASURER OF SUFFOLK COUNTY". THE DOLLAR AMOUNT IS TO BE PAID THE END OF EACH AND EVERY QUARTERLY PERIOD. MONEY COLLECTION BY THE CONTRACTOR MUST TAKE PLACE IN THE PRESENCE OF A DESIGNATED COURT EMPOLYEE. TO VERIFY ACCURANCY A DATED PRINTOUT PER MACHINE PER LOCATION LISTING THE STARTING AND ENDING COPY METER READINGS MUST BE SIGNED BY THE DESIGNATED COURT EMPLOYEE AND MUST ACCOMPANY PAYMENT OF COMMISSIONS TO THE COUNTY. CHECKS ARE TO BE MAILED TO THE "COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS", 335 YAPHANK AVENUE, YAPHANK, NY 11980, ATTENTION: LINDA BRANDOLF, FINANCE SECTION.
- 9. APPROXIMATE TOTAL USAGE FOR ALL MACHINES 77,500 COPIES PER YEAR.

#### 10. SERVICE REQUIREMENTS:

THE CONTRACTOR SHALL AGREE TO PROVIDE MAINTENANCE SERVICE AVAILABILITY THROUGHOUT THE COUNTY DURING NORMAL WORKING HOURS, 8:00AM TO 5:00PM, MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS, TO KEEP THE MACHINES IN GOOD WORKING ORDER. THIS INCLUDES, BUT IS NOT LIMITED TO:

- A. CONTRACTOR SHALL REPAIR OR CORRECT THE MACHINES AS REQUIRED, MAINTAINING THEM IN GOOD WORKING ORDER. THESE COSTS ARE BORNE BY THE CONTRACTOR AND ARE INCLUSIVE IN THE MAINTENANCE COST QUOTED BY YEAR.
- B. PREVENTIVE MAINTENANCE SHALL BE BASED UPON THE SPECIFIC NEEDS OF THE INDIVIDUAL MACHINE AS DETERMINED BY THE CONTRACTOR. PREVENTIVE MAINTENANCE SHALL INCLUDE LUBRICATION, NECESSARY ADJUSTMENTS AND REPLACEMENT OF PARTS (INCLUDING DRUM) IN ACCORDANCE WITH THE PM SCHEDULE ESTABLISHED BY THE MANUFACTURER.
- C. ON-CALL REMEDIAL MAINTENANCE, INCLUDING REPLACEMENT OF UNSERVICEABLE PARTS. PARTS WILL BE FURNISHED ON AN EXCHANGE BASIS AND WILL BE NEW PARTS OR EQUIVALENT TO NEW IN PERFORMANCE WHEN USED IN THESE MACHINES. REMOVED PARTS BECOME THE PROPERTY OF THE CONTRACTOR.
- D. ALL MAINTENANCE PERFORMED SHALL BE BY FULLY TRAINED AND QUALIFIED REPAIRMEN.
- E. THE CONTRACTOR SHALL MAINTAIN AT THE SERVICE FACILITY A SUFFICIENT QUANTITY OF SPARE COMPONENTS TO PROVIDE COMPLETION OF SERVICE, MAINTENANCE, AND REPAIR OR REPLACEMENT OF THE ITEM OF ITEMS FURNISHED WITHIN THE TIME FRAMES LISTED BELOW.
- F. THE MAXIMUM PERIOD OF TIME (DURING THE WORKING HOURS AS DEFINED ABOVE) AN AGENCY WILL BE WITHOUT THE USE OF THEIR COPIER BECAUSE OF BREAKDOWN WILL BE:

#### **8 WORKING HOURS**

IF SERVICE CANNOT BE COMPLETED WITHIN THE HOURS STATED ABOVE A REPLACMENT COPIER MUST SUPPLIED UNTIL THE TIME THE COPIER CAN BE REPAIRED.

#### 11. PERFORMANCE CRITERIA:

THE COPIERS OFFERED SHALL PERFORM SATISFACTORILY THROUGHOUT THE CONTRACT PERIOD. DURING THIS PERIOD THE CONTRACTOR SHALL SCHEDULE REGULAR PREVENTIVE MAINTENANCE (PM) SERVICE CALLS. SCHEDULED PM CALLS NEITHER RELATED TO NOR COINCIDING WITH REPAIR/BREAKDOWN CALLS WILL NOT BE CONSIDERED DOWNTIME. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO SCHEDULE PM CALLS DURING LOW USE PERIODS. THE COPIER SHALL BE REQUIRED TO OPERATE SATISFACTORILY AND PRODUCE ACCEPTABLE COPY QUALITY.

IF THE COPIER IS NOT MEETING THE MANUFACTURER'S PERFORMANCE SPECIFICATIONS AS REPRESENTED BY THE SPECIFICATIONS OF THE BID, AND THEREFORE PRODUCING UNACCEPTABLE COPIES FOR THE AGENCY NEEDS, THE MACHINE SHALL BE CONSIDERED DOWN FROM THE TIME THE SERVICE CALL IS PLACED UNTIL THE MACHINE IS CORRECTED AND FUNCTIONING NORMALLY. THE USING AGENCY SHALL INDICATE THE COPIER CONDITION IF IT IS CONSIDERED "DOWN" AT THE TIME THE CALL FOR SERVICE IS MADE.

12. THE COUNTY HEREBY GRANTS TO THE LICENSEE AND THE LICENSEE HEREBY ACCEPTS FROM THE COUNTY A LICENSE, AND THE LICENSEE AGREES TO OPERATE THE VENDING MACHINE(s) AT THE LOCATION(s) STATED IN SECTION 5.

#### 13. **TERM**:

THIS AGREEMENT SHALL COVER THE PERIOD PROVIDED OF ONE YEAR. THE COUNTY IS SPECIFICALLY GIVEN FOUR ONE YEAR OPTIONS TO RENEW THIS AGREEMENT UNDER THE SAME TERMS AND CONDITIONS TO BE EXERCISED AUTOMATICALLY, ONE YEAR AT A TIME, FROM THE DATE OF EXPIRATION OF THE TERM, HOWEVER, THE COUNTY SHALL GIVE THE LICENSEE A 30 DAY WRITTEN NOTICE OF INTENT TO EXERCISE OR CANCEL ITS OPTION PRIOR TO THE EXPIRATION DATE.

- 14. ALL SPECIFIED ITEMS MUST BE OF GOOD QUALITY, AND THE QUALITY PROVIDED SHALL BE SUBJECT TO THE APPROVAL OF THE CHIEF PURCHASING AGENT. THE LICENSEE SHALL MAINTAIN AND OPERATE THE MACHINE(s) IN A MANNER SATISFACTORY TO THE CHIEF PURCHASING AGENT AND AT ALL TIMES SHALL CONFORM WITH THE RULES AND DIRECTIONS OF THE CHIEF PURCHASING AGENT AND SHALL CHARGE ONLY SUCH PRICES AS SHALL BE APPROVED BY THE CHIEF PURCHASING AGENT. ALL SUCH ITEMS AND LICENSEE'S VENDING MACHINES WILL BE SUBJECT TO INSPECTION BY THE DEPARTMENT AND LICENSEE AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS AND REGULATIONS.
- 15. THE LICENSEE AGREES TO PAY THE COUNTY AS COMPENSATION FOR THIS LICENSE AND FOR THE PRIVILEGE OF OPERATING SAID LICENSE AT THE DESIGNATED LOCATIONS(s) FOR THE PERIOD AFORESAID, A COMMISSION OF ANNUAL SALES TO BE PAID QUARTERLY.

#### 16. MANDATORY SITE VISIT

THE LICENSEE ACKNOWLEDGES HAVING EXAMINED THE MACHINE LOCATION(s), SITE(s), FACILITIES, BUILDING(s), AREA(s) AND SPACE(s) LISTED BELOW AND AGREES TO ACCEPT THEM AS IS. A MANDATORY SITE VISIT WILL BE SCHEDULED FOR THE FOLLOWING LOCATIONS:

- 1. **SURROGATE COURT BUILDING**, COUNTY CENTER, 320 CENTER DRIVE, RIVERHEAD, NY 11901 1<sup>ST</sup> FLOOR OUTSIDE OF THE RECORDS ROOM.
  TO SCHEDULE A SITE VISIT CONTACT LORRAINE CROWLEY @ 631-852-1747 2 COPIERS APPOXIMATE SPACE SIZE 9 FEET.
- 2. **CRIMINAL COURT BUILDING**, LAW LIBRARY ARTHUR M. CROMARTY COURT COMPLEX, 220 CENTER DRIVE, RIVERHEAD, NY 11901-3312 1<sup>ST</sup> FLOOR
  TO SCHEDULE A SITE VISIT CONTACT LYNN FULLSHIRE @ 631-852-2418
  2 COPIERS APPROXIMATE SPACE 8.5 FEET X 9.5 FEET
- 3. **SUPREME COURT BUULDING**, LAW LIBRARY COHALAN COURT COMPLEX, 400 CARLETON AVENUE, CENTRAL ISLIP, NY 11722-9097  $4^{TH}$  FLOOR TO SCHEDULE A SITE VISIT CONTACT LYNN FULLSHIRE @ 631-852-2418 2 COPIERS APPROXIMATE SPACE 10 FEET X 16 FEET

#### 17. INSURANCE:

- A. CONTRACTOR AGREES TO PROCURE, PAY THE ENTIRE PREMIUM FOR AND MAINTAIN THROUGHOUT THE TERM OF THIS AGREEMENT, AND APPLICABLE AMENDMENTS, INSURANCE IN AMOUNTS AND TYPES SPECIFIED BY THE COUNTY. UNLESS OTHERWISE SPECIFIED BY THE COUNTY AND AGREED TO BY THE CONTRACTOR, IN WRITING, SUCH INSURANCE WILL BE AS FOLLOWS:
  - i. COMMERCIAL GENERAL LIABILITY INSURANCE, IN AN AMOUNT NOT LESS THAN TWO MILLION DOLLARS (\$2,000,000.00) COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE PER OCCURRENCE.
  - ii. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE IN COMPLIANCE WITH ALL APPLICABLE NEW YORK STATE LAWS AND REGULATIONS AND DISABILITY BENEFITS INSURANCE IF REQUIRED BY LAW AND SHALL HAVE FURNISHED BO THE COUNTY PRIOR TO ITS EXECUTION OF THIS AGREEMENT THE DOCUMENTATION REQUIRED BY THE STATE OF NEW YORK WORKERS COMPENSATION BOARD OF COVERAGE OR EXEMPTION FROM COVERAGE PURSUANT TO SECTION 57 AND 220 OF THE WORKERS COMPENSATION LAW. IN ACCORDANCE WITH GENERAL MUNICIPAL LAW SECTION 108, THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT UNLESS THE CONTRACTOR SHALL PROVIDE AND MAINTAIN COVERAGE DURING THE TERM OF THIS AGREEMENT FOR THE BENEFIT OF SUCH EMPLOYEES AS ARE REQUIRED TO BE COVERED BY THE PROVISION OF THE WORKERS COMPENSATION LAW.
  - iii. **PROPERTY INSURANCE** THE SUCESSFUL CONTRACTOR MUST SUPPLY PROOF OF PROPERLY INSURANCE TO COVER THE CONTRACTORS OWN EQUIPMENT PLACED ON THE COUNTY PREMISES DURING THE DURATION OF THIS CONTRACT.
- B. ALL POLICIES FOR THE INSURANCE PROVIDING THE COVERAGE SET FORTH IN SUB-PARAGRAPHS (i) THROUGH (iii) ABOVE SHALL BE ISSUED BY INSURANCE COMPANIES WITH AN A.M. BEST RATING OR A- OR BETTER.
- C. THE CONTRACTOR SHALL FURNISH TO THE COUNTY CERTIFICATES OF INSURANCE EVIDENCING COMPLIANCE WITH THE AFORESAID INSURANCE REQUIREMENTS. IN THE CASE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND OF ANY AUTOMOBILE LIABILITY INSURANCE, SAID CERTIFICATES SHALL NAME THE COUNTY OF SUFFOLK AS AN ADDITIONAL INSURED. ALL SUCH CERTIFICATES OR OTHER EVIDENCE OF INSURANCE SHALL PROVIDE FOR THE COUNTY OF SUFFOLK TO BE A CERTIFICATE HOLDER AND TO BE NOTIFIED IN WRITING THIRTY (30) DAYS PRIOR TO ANY CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE. SUCH CERTIFICATES, POLICIES AND NOTICES SHALL BE MAILED TO THE DEPARTMENT.
- D. THE VENDOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL ALL THE REQUIRED INSURANCE HAS BEEN OBTAINED AND SUCH INSURANCE HAS BEEN APPROVED BY THE COUNTY. APPROVAL OF THE INSURANCE BY THE COUNTY SHALL NOT RELIEVE OR DECREASE THE LIABILITY OF THE VENDOR. IN CASE ANY WORK IS SUBCONTRACTED, THE VENDOR MUST REQUIRE THE SUBCONTRACTOR TO PROVIDE ALL REQUIRED INSURANCE COVERAGE AND MUST FURNISH EVIDENCE OF SUCH INSURANCE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ALL CERTIFICATES ISSUED IN SUPPORT OF THESE REQUIREMENTS MUST CARRY POSITIVE STATEMENTS THAT THE SPECIFIC COVERAGES REQUIRED ARE PROVIDED. REQUIRED LIMITS OF INSURANCE ARE NOT TO BE MODIFIED BY DEDUCTIBLES WHICH THE COUNTY DEEMS EXCESSIVE WITHOUT THE COUNTY'S WRITTEN PERMISSION. IF REQUIRED INSURANCE CERTIFICATES ARE NOT PROVIDED AND UPDATED AS NECESSARY, THE COUNTY WILL WITHHOLD PAYMENT UNTIL THE COUNTY IS PROVIDED WITH CERTIFICATES/POLICIES STATING ALL APPLICABLE INSURANCE IS IN EFFECT. IF AT ANY TIME ANY OF THE INSURANCE SHOULD BE CANCELLED, NOT RENEWED OR MATERIALLY MODIFIED, SO THAT INSURANCE IS NOT IN EFFECT AS REQUIRED, THE COUNTY MAY DIRECT THE CONSULTANT TO SUSPEND THE WORK. IN THAT EVENT, NO EXTENSION OF TIME TO COMPLETE THE WORK SHALL BE GRANTED.

- E. FURTHERMORE, THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS CONSULTANT (IF ANY), EMPLOYEES, AGENTS AND OTHER PERSONS FROM AND AGAINST ALL LOSSES, CLAIMS, COSTS, JUDGMENTS, LIENS, ENCUMBRANCES AND EXPENSES, INCLUDING ATTORNEY'S FEES, BY REASON OF LIABILITY IMPOSED BY LAW, FOR DAMAGE BECAUSE OF BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY A PERSON OR PERSONS, OR ON ACCOUNT OF DAMAGE TO PROPERTY, ARISING OUT OF THE ACTS OR OMISSIONS OR NEGLIGENCE OF THE CONSULTANT, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS OR OF OTHER PERSONS, IN CONNECTION WITH THE SERVICES DESCRIBED OR REFERRED TO IN THIS AGREEMENT, EVEN IF SUCH INJURIES TO PERSONS OR DAMAGE TO PROPERTY ARE DUE, OR ARE CLAIMED TO BE DUE, TO PASSIVE NEGLIGENCE OF THE COUNTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS OR OTHER PERSONS, EXCEPT ONLY IN CASES OF THE COUNTY'S SOLE ACTIVE NEGLIGENCE.
- 18. THE LICENSEE SHALL NOT ADVERTISE THIS AGREEMENT OR THE SERVICES COVERED BY THIS AGREEMENT IN ANY MANNER OR FORM ON OR ABOUT VENDING MACHINE(s) OR THE PREMISES IN WHICH THE VENDING MACHINE(s) ARE LOCATED OR IN ANY NEWSPAPER OR OTHERWISE, EXCEPT BY MEANS OF SUCH SIGNS OR OTHER ADVERTISEMENTS AS SHALL BE APPROVED IN WRITING BY THE CHIEF PURCHASING AGENT. THE LICENSEE SHALL NOT EMPLOY OR USE ANY PERSONS KNOWN AS "HAWKERS", "SPIELERS", "CRIERS", OR OTHER NOISEMAKERS OR ANY OTHER MEANS OF ATTRACTING ATTENTION TO THE LICENSEE'S VENDING MACHINE(s) WITHOUT APPROVAL IN WRITING BY THE CHIEF PURCHASING AGENT.
- 19. THE LICENSEE SHALL NOT CARRY ON WITHIN OR UPON THE PREMISES WITHIN WHICH ITS MACHINE(s) ARE LOCATED ANY OPERATION OTHER THAN THE SERVICES AUTHORIZED BY THIS AGREEMENT OR INTERFERE WITH ANY OTHER LICENSEE OF THE COUNTY OR ANY EMPLOYEE OF ANY OTHER LICENSEE.
- 20 . IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NO REAL OR PERSONAL PROPERTY IS LEASED TO THE LICENSEE; THAT IT IS A LICENSEE AND NOT A LESSEE; THAT THE LICENSEE'S RIGHT TO OPERATE THE LICENSE HEREBY GRANTED SHALL CONTINUE ONLY SO LONG AS THE LICENSEE SHALL COMPLY STRICTLY AND PROMPTLY WITH EACH AND EVERY UNDERTAKING, PROVISION, COVENANT, AGREEMENT, STIPULATION AND CONDITION CONTAINED IN THIS AGREEMENT.
- 21. ALL SPACE AND EQUIPMENT PROVIDED BY THE COUNTY AND USED BY THE LICENSEE IN THE PERFORMANCE OF THIS AGREEMENT SHALL BE MAINTAINED, REPLACED AND KEPT IN REPAIR BY THE LICENSEE AS DIRECTED BY THE COUNTY AND SHALL BE SURRENDERED BY THE LICENSEE TO THE COUNTY AT THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT IN AS GOOD CONDITION AS WHEN RECEIVED REASONABLE WEAR AND TEAR AND DAMAGE BY THE ELEMENTS EXPECTED. THE LICENSEE SHALL NOT MAKE ANY ALTERATIONS IN SUCH SPACE OR EQUIPMENT WITHOUT THE WRITTEN APPROVAL OF THE COUNTY.
- THE LICENSEE SHALL NOT USE, OR SUFFER OR PERMIT ANY PERSON TO USE ITS VENDING MACHINE(s) FOR ANY ILLEGAL PURPOSE, OR FOR ANY PURPOSE IN VIOLATION OF ANY FEDERAL, STATE, COUNTY OR LOCAL LAW, ORDINANCE, RULE, ORDER OR REGULATION NOW IN EFFECT OR HEREAFTER ADOPTED AND WILL PROTECT, INDEMNIFY AND FOREVER SAVE AND KEEP HARMLESS THE COUNTY, ITS AGENTS, EMPLOYEES AND OTHER PERSONS FROM AND AGAINST ANY DAMAGE, PENALTY, FINE, JUDGMENT, EXPENSE OR CHARGE SUFFERED, IMPOSED, ASSESSED OR INCURRED FOR ANY VIOLATION OR BREACH OF ANY LAW, ORDINANCE, RULE, ORDER OR REGULATION OCCASIONED BY ANY ACT, NEGLECT OR OMISSION BY THE LICENSEE, OR ANY EMPLOYEE, AGENT OR CONTRACTOR OF THE LICENSE. IN THE EVENT OF ANY SUCH VIOLATION, OR IF THE COUNTY SHALL DEEM ANY CONDUCT ON THE PART OF THE LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTORS TO BE OBJECTIONABLE OR IMPROPER, THE COUNTY SHALL HAVE THE RIGHT AND POWER, AND IS HEREBY AUTHORIZED BY THE LICENSEE, TO DECLARE THIS AGREEMENT TERMINATED AT ONCE WITHOUT PREVIOUS NOTICE TO THE LICENSEE.
- 23. THE LICENSEE SHALL PROCURE AT THE LICENSEE'S SOLE COST AND EXPENSE ALL PERMITS OR LICENSES NECESSARY FOR THE OPERATION OF THE LICENSED SERVICES.
- 24. THE LICENSEE HEREBY WAIVES ANY AND ALL CLAIMS FOR COMPENSATION FOR ANY AND ALL LOSS OR DAMAGE SUSTAINED BY REASON OF ANY INTERFERENCE BY ANY PUBLIC AGENCY OR OFFICIAL IN THE OPERATION OF THIS LICENSE; ANY SUCH INTERFERENCE SHALL NOT RELIEVE THE LICENSEE FROM ANY OBLIGATIONS HEREUNDER.

- 25. THE LICENSEE HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR COMPENSATION FOR ANY AND ALL LOSS OR DAMAGE SUSTAINED BY REASON OF ANY DEFECT, DEFICIENCY OR IMPAIRMENT OF THE GAS AND ELECTRICAL APPARATUS, HEATING EQUIPMENT, WATER SUPPLY EQUIPMENT, OR WIRES FURNISHED FOR THE LICENSED VENDING MACHINE(s), OR BY REASON OF ANY LOSS OR IMPAIRMENT OF LIGHT, CURRENT, OR WATER SUPPLY WHICH MAY OCCUR FROM TIME TO TIME FOR ANY CAUSE, OR FOR ANY LOSS OR DAMAGE SUSTAINED BY THE LICENSEE RESULTING FROM FIRE, WATER STORM, TORNADO, CIVIL COMMOTION OR RIOTS; AND THE LICENSEE HEREBY EXPRESSLY WAIVES ALL RIGHTS, CLAIMS AND DEMANDS AND FOREVER RELEASES AND DISCHARGES THE PEOPLE OF THE STATE OF NY, THE COUNTY OF SUFFOLK, THE SUFFOLK COUNTY DEPARTMENT OF AUDIT & CONTROL AND THEIR OFFICERS AND AGENTS FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING FROM ANY OF THE CAUSES AFORESAID.
- 26. NOTHING HEREIN CONTAINED SHALL CREATE OR BE CONSTRUED AS CREATING A CO-PARTNERSHIP BETWEEN THE SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS OR THE COUNTY AND THE LICENSEE OR TO CONSTITUTE THE LICENSEE OR THE LICENSEE'S EMPLOYEES AS AGENTS OR EMPLOYEES OF THE SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS OR OF THE COUNTY.
- 27. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE OFFICERS AND AGENTS OF THE COUNTY AND THE SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS, ITS OFFICERS AND AGENTS ARE ACTING IN A REPRESENTATIVE CAPACITY FOR THE COUNTY OF SUFFOLK AND NOT FOR THEIR OWN BENEFIT, AND THAT NEITHER THE LICENSEE NOR ANY OCCUPANT SHALL HAVE ANY CLAIM AGAINST THEM OR ANY OF THEM AS INDIVIDUALS IN ANY EVENT WHATSOEVER.
- 28. THE LICENSEE SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET OR OTHERWISE DISPOSE OF THIS AGREEMENT OR ANY INTEREST IN THIS AGREEMENT, OR ASSIGN ALL OR ANY PORTION OF THE MONIES THAT MAY BE DUE OR BECOME DUE UNDER THIS AGREEMENT, WITHOUT THE PRIOR CONSENT OF THE CHIEF PURCHASING AGENT OF THE DEPARTMENT OF PUBLIC WORKS.
- 29. IT IS UNDERSTOOD THAT THE COUNTY MAY FROM TIME TO TIME MAKE CHANGES IN THE LOCATION OF VENDING MACHINE FACILITIES AND MAY ADD OR DELETE VENDING MACHINE LOCATION(s). IT SHALL BE THE RESPONSIBILITY OF THE LICENSEE TO RELOCATE OR REMOVE ITS VENDING MACHINE(s) AT ITS SOLE COST AND EXPENSE OR TO INSTALL ADDITIONAL VENDING MACHINE(s) AT THE AWARDED BID PRICE WHEN SO DIRECTED BY THE CHIEF PURCHASING AGENT.
- 30. IT IS EXPRESSLY AGREED THAT THE COUNTY SHALL HAVE A CONTINUING LIEN ON ALL PERSONAL PROPERTY OF THE LICENSEE WHICH MAY BE ON COUNTY PREMISES FOR ANY AND ALL SUMS WHICH MAY FROM TIME TO TIME BECOME AND BE DUE TO THE COUNTY UNDER THE TERMS OF THIS AGREEMENT, AND UPON DEFAULT OF PAYMENT BY THE LICENSEE, THE COUNTY HAS THE RIGHT TO TAKE POSSESSION OF AND RETAIN SUCH PERSONAL PROPERTY UNTIL THE FULL AMOUNT DUE SHALL BE DEEMED TO REFER TO SAID NEW OR OTHER DEPARTMENT AND SUCH DEPARTMENT SHALL ASSUME THE FUNCTIONS AND DUTIES OF THE SUFFOLK COUNTY DEPARTMENT OF AUDIT & CONTROL HEREUNDER.

#### 31. PARTIAL INVALIDITY:

IT IS EXPRESSLY AGREED THAT IF ANY TERM OR PROVISION OF THIS AGREEMENT OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, SHALL, TO ANY EXTENT, BE HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT, OR THE APPLICATION OF SUCH TERM OR PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY; AND EVERY OTHER TERM AND PROVISION OF THIS AGREEMENT SHALL BE VALID AND SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

## SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS PURCHASING OFFICE

SPECIAL INSTRUCTIONS TO BIDDERS - APPLY ONLY AS INDICATED BY CHECKMARK

All quotations are subject to the following Special Instructions to Bidders, if referenced in the bid specifications. Upon acceptance of this bid by the County, those Special Instructions which are referenced in the bid shall apply to all orders issued as a result of such acceptance.

pply to	all orders issued as a result of such acceptance.
<u>x</u>	A. BIDS  1. Terms of this bid are to remain in effect for 90 days after date of bid opening unless specifically changed to another term by the Bidder under Item 3 on Page 1.  2. Successful Bidder will be required to supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit, where applicable.
	B. SPECIFICATIONS     Appropriate manufacturer's and distributor's certificates must be completed and submitted with the bid. Fallure to do so may render the bid informal.     Wherever specifications are referenced or supplied, it is intended that they be the latest revision in effect at the time of the bid.     The Vendor guarantees that all articles of equipment including
	all parts thereof are new and of first quality throughout and comply in all respects with or are fully equal to the standards called for in the bid. The vendor further guarantees all equipment, and all parts thereof against all or any defects of workmanship, construction, and materials, and guarantees to repair or replace without cost to the County any article that has become defective and not proven to have been caused by negligence on the part of the user, within one (1) year from the date of acceptance. Should this clause become operative and the vendor be required to repair or replace any equipment or any part so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of their acceptance. In the event of failure on the part of the vendor to replace or put in first class condition any such articles within 30 days from date of notice, the County may have the work done by others and charge the cost to money due, or that may become due to the vendor, if there is no money due to the vendor, the vendor agrees to pay the County such costs.
	6. Quarterly sales reports on annual supplies contracts are to be submitted by the successful bidder no later than the 15th of the month following each quarter. Political subdivisions are to be listed separately from County Agencies. Each report shall indicate name and address of vendor, contract number, period covered by report, total dollar volume of period, and year to date dollars. Failure to submit quarterly reports may result in disqualification of vendor for future contracts.
	C. PRICING 7. Each bidder shall submit with his bid one copy of the manufacturer's latest trade catalog and price list showing all items of the general nature and manufacture as indicated in his bid for each class. The Chief Purchasing Agent reserves the right to purchase any item listed therein and the discount quoted in the bid shall apply to the list price of any of such items which may be purchased during the period of this contract. Bidder is to cross out any printed matter and/or prices which do not apply on this contract. Any references to "Prices subject to change without

notice" will have no value on this contract.

All deletions in the price list must be initialed by the person submitting the bid. The successful bidder is to furnish on request three (3) additional copies of the catalog and price list. Failure to submit a catalog and price list with bid may result in rejection of 8. A request to substitute a new price during the period of the contract will be considered only if submitted to the Chief Purchasing Agent in writing. The Chief Purchasing Agent may, after consideration, accept the new price as a basis for modification of the contract. However, if the Chief Purchasing Agent does not consider the new price fair, reasonable, and in the County's interest, the contract may be cancelled after 30 days written notice during which time the contractor agrees to fill all outstanding orders placed prior to cancellation.

9. When a discount is requested for items other than specified, such discount must be compatible with all other items in the same class. x 10. Prices are to remain firm fixed for each one (1) year period of the contract.
D. CONTRACTS UNLESS OTHERWISE SPECIFICALLY STATED X 11. The period of this contract is for one year from date of award and may be extended for 4 additional one (1) year periods at the option of the County. based on experience. The County will neither be compelled to order any quantities of any item NOR will be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required. The County reserves the right to purchase from other sources any style, type, or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Chief Purchasing Agent to purchase such items from other sources shall be final X 14. The bidder agrees that by submitting a successful bid, any political subdivision of New York State will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; provided, however, that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as a participant of the contract. 15. The bidder agrees in submitting a bid that qualified not-forprofit contract agencies of Suffolk County can participate in this contract, at the contractor's option, per terms and conditions listed. These contract agencies will be wholly responsible for any debts incurred by them as participants in this contract. 16. The County expressly reserves the right to terminate any resulting contract at any time for cause and in the Chief Purchasing Agent's sole discretion on thirty (30) days written notice to the contractor. 17. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and formally approved by the Chief Purchasing Agent. X 18. All deliveries shall be made to a point or points as may be designated on specific orders. 19. Delivery must be made as ordered and in accordance with the terms of the contract. 20. The Chief Purchasing Agent reserves the right to disqualify any bidder, if in his sole judgment such bidder does not have the capacity for/or facilities to assure such prompt delivery as specified and as is required in the best interest of the County. 10/23472R REBID REQ. # 6/9/10 B.O.D.

24-0128p. 02/109kk

## Suffolk County Form 22 Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1.	Contractor's/Vendor's NameAddress
	AddressZip Code
2.	Contracting Department's NameAddress
3.	Payee Identification or Social Security No
4.	Type of Business Corporation Partnership Sole Proprietorship Other
5.a	Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
5.b	Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000?YesNo.
• 1 <sup>2</sup>	Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)
	List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)
]	Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County?YesNo.

9.	If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10.	The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.)
11.	Remedies: The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12.	Verification: This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.
TITIE OF	
,	UNIFORM CERTIFICATE OF ACKNOWLEDGMENT (Within New York State)
STATE (	OF NEW YORK
subscribed same in hi individual instrument	in the year 20 before me, the undersigned, y appeared personally known to me or proved to basis of satisfactory evidence to be the individual(s) whose name(s) is(are) It to the within instrument and acknowledged to me that he/she/they executed the s/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the (s), or the person upon behalf of which the individual(s) acted, executed the
(Signature	and office of individual taking acknowledgement)

## UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT (Without New York State)

		- tork Brate)
STATE OF	Y	,
COUNTY OF	) ss.; )	
to the within instrur his/her/their capacit individual(s), or the instrument, and that	nent and acknowledged to y(ies) and that by his/her/t person upon behalf of whis such individual(s) made si	in the year 20 before me, the undersigned, personally known to me or proved to me individual(s) whose name(s) is(are) subscribed o me that he/she/they executed the same in their signature(s) on the instrument, the inch the individual(s) acted, executed the such appearance before the undersigned in and the state or country or other place the
(Signature - 1 co		
Orgnature and office	of individual taking ackno	owledgement)
SCEX-22 (rev 1/09)		

## Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations wit respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County, and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required

Dated:	•	mer tile ti
Signed: Printed Name of Signor: Title of Signor: Name of Firm:		

Form SCPD-7

## Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate office of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997;

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE:	•
SIGNATURE:	•
PRINTED NAME OF SIGNOR:	
TITLE OF SIGNOR:	
NAME OF FIRM:	
BID NUMBER:	
	,

SCDP-8A (Rev. 9/12/08)

### SUFFOLK COUNTY DEPARTMENT OF LABOR NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A)

## WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

Suffolk County Code, Chapter 234 (2006)  To Be Completed By Applicant/ Covered Employer//O  EMPLOYER/CORP./BUSINESS/COMPANY NAME OF THE PROPERTY OF THE PROPER	wner
EMPLOYER/CORP./BUSINESS/COMPANY NAME:  1) ADDRESS:	
2) NOT-FOR-PROFIT: YES NO (SUBMIT PROOF OF IRS N 3) VENDOR #:	IOT FOR
(If I ) 4) **CONTRACT ID.	*
7) TERM OF CONTRACT OR EXTENSION (ID as-	(If known)
AMOUNT OF CONTRACT OR EXTENSION:  BRIEF DESCRIPTION OF PROJECT OR SERVICE	
SUBCONTRACTOR:	<u> </u>
) VENDOR#: 3) TELEPHONE #-	
CONTACT:	
	•
DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:	
DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:	
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DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:  VIDENCE OF COMPLIANCE:  OPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPL WNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET I  DUNTY CODE, CHAPTER 234, SECTION 5 (C):  A. United States passport; or  B. resident alien card or alien registration card; or  C. birth certificate indicating that person was born in the United States; of  D. (1) a driver's license, if it contains a photograph of the interview.	OYERS OR THE FORTH IN SUFFOLK
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# AFFIDAVIT OF COMPLIANCE WITH THE REQUIREMENTS OF 8 U.S.C. SECTION 1324a WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

State of New York	)
County of	SS:
8	
_	
(Print Name of Deponent)	, being duly swom, deposed and says:
<ol> <li>I am owner/authorized representation (Circle one)</li> <li>I certify that I have complied States Code (U.S.C.) section covered employees and with thereof, as set forth in Sufforth</li> </ol>	(Name of Corp., Business, Company)  ed, in good faith, with the requirements of Title 8 of the United In 1324a (Aliens and Nationality) with respect to the hiring of the respect to the alien and nationality status of the owners Olk County Code Chapter 234 (2006).
	•
:	(Signature of Deponent)
Sworn to before me this d	<del>-</del>
of, 20	<b>-y</b>
0.7	
(Notary Public)	-